

IRISH LAND ACT, 1903.

INSTRUCTIONS TO INSPECTORS, dated the 12th November, 1903, Supplemental to the Instructions dated the 9th March, 1903, issued by the Estates Commissioners under the Regulations made by the Lord Lieutenant, dated the 5th day of March, 1903. (*In continuation of Command Paper, No. 2381 of 1903.*)

Presented to Parliament by Command of His Majesty.



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IRISH LAND ACT, 1903.

IRISH LAND COMMISSION.—ESTATES COMMISSIONERS.

INSTRUCTIONS TO INSPECTORS, dated the 12th of November, 1908, Supplemental to the Instructions dated the 9th March, 1903, issued by the Estates Commissioners under the Regulations made by the Lord Lieutenant, dated the 5th of March, 1906. (*In continuation of Command Paper, No. 2881 of 1906*).

INSTRUCTIONS AS TO FILLING UP FORMS E.

I.—DIRECT SALES BY LANDLORDS TO TENANTS.

In Direct Sale cases the Inspector shall, subject as hereinafter directed, report on Form E as to each holding or parcel comprised in any of the following classes of cases so far as applicable :—

- A. When the holdings are held at Judicial Rents the purchase-money being outside the Zones.
- B. Non-judicial holdings.
- C. Parcels.
- D. Cases in which no Agreement has been entered into.

II.—SALES TO THE LAND COMMISSION.

In cases of sales to the Estates Commissioners of any Estates or lands, the Inspector shall, subject as hereinafter directed, report on Form E 2 as to each holding and parcel as far as applicable.

Directions above referred to.

1. In a Direct Sale case (Section I.), if a Judicial Rent had been fixed by Order of the Land Commission or by Agreement before the passing of the Act of 1903, or by Order of the Land Commission since the passing of the Act of 1903, the Inspector may adopt such Judicial Rent from the Fair Rent File and fill in Form E, paragraphs B to E, accordingly.

Note.—In Zone cases Form E should not be filled.

2. In sales to the Land Commission under Sections 6, 7 and 8 in which Form E 2 is required, where a Judicial Rent has been fixed since the 15th of August, 1896, the Inspector may fill in paragraphs II. to IV. from the Pink Schedule, and, in cases in which there is no Pink Schedule, he shall himself fill up the form.

3. In Direct Sale cases, where there is a number of holdings on an Estate for which Purchase Agreements have been lodged, if the Inspector, after he has inspected each Non-Zone holding on the Estate, is of opinion that any of such holdings are ample security for the advances applied for (leaving out of account improvements of a temporary character), and that it would lead to an unjustifiable expenditure of time to fill in, in each case, the detailed particulars required by paragraphs B to G, both inclusive, of Form E, he need not fill in the same, but should state opposite these paragraphs that the

holding is ample security for the advance applied for, briefly stating his reasons, and, in case the Commissioners so require, he should be prepared to furnish such information as may be required, in order to satisfy them that the holding is security for the advance applied for. If, in any such case, the Inspector is of opinion that the price is inequitable, he should state his reasons.

4. In the case of any holding subject to a Non-judicial Rent where there is no reason why the tenant should not have gone into Court to have a Fair Rent fixed, if he so desired, and the tenant does not satisfy the Inspector that he had a valid reason for not going into Court, such rent may be assumed by the Inspector to be the net Fair Rent of the holding, and may be entered in Form E in answer to B, C and D; provided that the following conditions are complied with:—

- (a) That the holding was subject to a present tenancy and was within the Fair Rent provisions of the Land Law (Ireland) Acts.
- (b) That it appears from the affidavit of the Landlord or his Agent or otherwise, that the rent stated in the Purchase Agreement and other documents, is the rent that has been actually and regularly paid without abatement or remission during a period of ten years ending twelve months prior to the sale.
- (c) That not more than one year's rent was due at the commencement of the said period of ten years.

By Order,

JOHN T. BRENNAN,

Assistant Secretary.

ESTATES COMMISSIONERS' OFFICE,

UPPER MERRION STREET, DUBLIN,

12th November, 1908.

Forms E referred to in foregoing Instructions.

Form E (for use in Direct Sales by Landlords to Tenants).

IRISH LAND COMMISSION.—ESTATES COMMISSIONERS.

Record No. E. C. _____

Estate of _____

Tenant _____ Co. of _____

(1) Reference to No. in Map.	(2) Townland.	(3) Area Statute Measure.			(4) Tenement Valuation.			(5) Rent.			(6) Agreed Price.			(7) Annuity on			(8) No. of Years Purchase of rent.	(9) Percentage of reduction.
		A.	B.	C.	E.	s.	d.	E.	s.	d.	E.	s.	d.	E.	s.	d.		

A. Short description of holding; its character, use, situation, etc. :—

B. Estimate of the gross Fair Rent of the holding as it stands :—

C. State improvements admittedly made by (a) the landlord; (b) the tenant, and the present capital value thereof, respectively :—

- D. Estimate what in your opinion would be the net fair rent :—
- E. State what number of years' purchase the price agreed upon is of (a) your gross fair rent ; (b) your net fair rent :—
- F. State whether in your opinion the price agreed upon is inequitable, and, if so, state any facts which may have come to your knowledge upon which you have based your opinion :—
- G. Give your opinion as to the security for the advances applied for, with your reasons :—
- H. Does the tenant appear to have sufficient stock and means for working the holding :—
- I. State average rent actually paid for the holding during the last five years. If there are large arrears state when and how they accrued :—
- J. State whether there is any timber on the holding, and if so, if it is necessary for the security of the advances that it should be preserved :—
- K. State whether the advances applied for include any sum over and above the actual purchase-money of the holding, either for :—
 (a) arrears of rent, or
 (b) otherwise.

Form E² (for use in Cases under Sections 6 and 7 of the Irish Land Act, 1903).

IRISH LAND COMMISSION.—ESTATES COMMISSIONERS

Record No. E.C. _____ Estate of _____

County _____ Tenant _____

(1) Reference No. on Map.	(2) Townland.	(3) Town.	(4) Area, Statute Measure.			(5) Tenement Valua- tion.			(6) Annual Rent paid by Tenant.			(7) Annuaity on Estimated Price.			(8) Inspector's Estimated Price.	(9) No. of years purchase that price is Col. 8 is at rent in Col. 6.	(10) Percentage of reduction as between Cols. 6 and 7.
			A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K.	L.			

I. Short description of holding; its character,
user, siting on, etc. :—II. Estimate of the gross Fair Rent of the holding
as it stands, including buildings and other
improvements :—

III. State improvements:—

- (a) admittedly made by the landlord ;
 (b) all other improvements existing on the
 holding ;
 (c) the capital value thereof respectively :—

IV. Estimate what in your opinion is the Net Fair
Rent :—V. State your Estimated Price and what number
of years purchase it is of:—

- (a) your Gross Fair Rent ;
 (b) your Net Fair Rent :—

[NOTE: In estimating price regard must be
 had to the considerations mentioned in par.
 5, Part I., and in par. 37, Part II. of
 Instructions to Inspectors, dated 9th March,
 1906.]

VI. Does the tenant appear to have sufficient stock
and means for working the holding :—

VII. State average rent actually paid for the holding during the last five years. If there are large areas state when and how they occurred :—

VIII. State whether there is any timber on the holding, and if so, if it is necessary for the security of the advance that it should be preserved :—

IX. Ascertain from the tenant, and state what price he is willing to give for the purchase of the holding :—

- X. (a) If your price differs from the price the tenant is willing to give, state your reasons for coming to your conclusion ;
- (b) State when the Tenant's objections are to purchase at your estimated price ;
- (c) State whether it would be equitable to compel the Tenant to purchase at your estimated price.